

STATE MS.-DESOTO CO.

P7
P2

PREPARED BY AND RETURN TO:
 AutoZone, Inc.
 Attn: Legal Dept. # 8341
 123 South Front Street, 3rd Floor
 Memphis, Tennessee 38103-3607
 (901)-495-6500

JUN 14 2 55 PM '04

Store # 2093
 Southaven, MS/BTS

BK 103 PG 445
 M.E. DAVIS CH. CLK.

SHORT FORM LEASE

THIS SHORT FORM LEASE (the "Short Form Lease") is made and entered into as of the 5th day of May, 2004, but effective as of July 18, 2003 (the "Effective Date"), by and between A-Z Holdings, LLC ("Landlord"), and AutoZone, Inc., a Nevada corporation ("Tenant").

WITNESSETH:

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and for other good and valuable consideration paid and to be paid by Tenant to Landlord, Landlord does hereby demise and lease unto Tenant, and Tenant does hereby lease and take from Landlord upon the terms and conditions and subject to the limitations more particularly set forth in that certain Lease Agreement, as the same may have been amended (the "Lease") dated as of the Effective Date by and between Landlord and Tenant to which Lease reference is hereby made for all the terms and conditions thereof, which terms and conditions are made a part hereof as fully and particularly as if set out verbatim herein, the premises (the "Demised Premises") situated in the City of Southaven, County of Desoto, State of Mississippi, consisting of land together with improvements placed and/or to be placed thereon, and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference.

1. TO HAVE AND TO HOLD the Demised Premises unto Tenant for a term of twenty (20) years, commencing as provided in the Lease, and ending on the last day of the month following twenty (20) years after the Commencement Date (as defined in the Lease), unless sooner terminated, extended or modified as provided therein.

2. In the Lease, Landlord has granted to Tenant certain rights to renewal options which are exercisable by Tenant as provided in the Lease.

3. The Lease contains, among other things, the following provisions:

(a) Landlord grants Tenant the right to merchandise any products normally sold in Tenant's other auto parts, supply and accessories stores without restriction.

(b) Landlord agrees for itself, its successors and assigns, its officers, directors and shareholders (holding more than ten percent (10%) of its stock), its parent, affiliated and subsidiary corporations and any partner or other party affiliated with it, that during the Term of the Lease, none of the foregoing shall use, suffer, permit or consent to the use or occupancy of any property within a two (2) mile radius of the Demised

Premises as an auto parts store or for the sale of any automobile parts, supplies and/or accessories.

(c) Tenant shall have the right to use the Demised Premises for any lawful purpose.

(d) The agreements granted herein shall run with the land and shall be binding and inure to the benefit of Landlord and Tenant and their respective successors, assigns and lessees for so long as the Lease shall remain in effect.

4. Landlord has agreed with Tenant that any mortgage placed on the Demised Premises or to be placed on the Demised Premises shall provide for non-disturbance of Tenant in the event of foreclosure, provided Tenant shall not default in the performance of its obligations under the Lease beyond applicable cure periods. Tenant has agreed that it will attorn to the mortgagee in possession or the purchaser at or in lieu of foreclosure provided its possession shall not be disturbed.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Short Form Lease to be executed on the day and year set forth above.

LANDLORD:

A-Z HOLDINGS, LLC

By: [Signature]

Its: Managing Member

TENANT:

AUTOZONE, INC., a Nevada corporation

By: [Signature]

Its: Vice President

By: [Signature]


Its: Senior Vice President

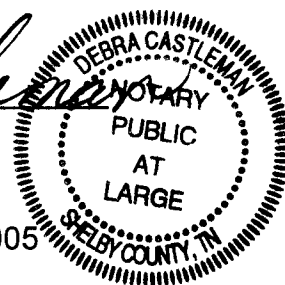
Approved for Execution

[Signature] [Signature]

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of April, 2004, within my jurisdiction, the within named Wm. David Gilmore and Robert Olsen, who acknowledged that they are the Vice President and Senior Vice President of AutoZone, Inc., a Nevada corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by corporation so to do.

Given under my hand this the 12th day of April, A.D., 2004.


Notary Public

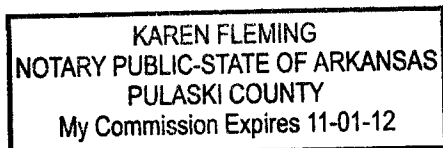


My Commission Expires: 5-17-2005

STATE OF ^{Arkansas} ~~MISSISSIPPI~~)
COUNTY OF ^{Pulaski}) SS:

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of May, 2004, within my jurisdiction, the within named Kevin Nuchingson, who acknowledged that he/she is the Managing Member of _____, a A-Z Holdings, LLC corporation, and that he/she on behalf of the said corporation, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by corporation so to do.

Given under my hand this the 5th day of May, A.D., 2004.



Baron Fleming
Notary Public

My Commission Expires:

11-1-12

Exhibit "A"

The Demised Premises:

The Parcel of land with a frontage on Goodman Road of 236.38 feet and a depth of 177 feet, shown outlined as the "Demised Premises", on Exhibit "B", annexed hereto upon which is to be located a store building having a 6,840+/- sq. ft., and an overall area of 41,772+/- sq. ft., all being a part of the property hereinafter described.

Lot 4 of Twin City Commons, Desoto County, Mississippi.